

AVESP

EP-R7-07-02

performance records may become an integral part of the Government's case.

C. Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the contractor shall make available to the Government and only to the Government the records described in A and B above in the "Audit and Records - Negotiation" clause for a period of 10 years after final payment under the contract. (See FAR 4.703 (b)(1)).

D. In addition, the contractor shall make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims which third parties and which relate to this contract (i.e. cost recovery) until such appeals, litigation or claims are disposed of.

E. The contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the contracting officer or (2) ten years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the contracting officer is obtained. In no event should individual records be destroyed if litigation is in process or is pending related to such records.

F. From time to time, the Government may, in support of litigation cases, have the need for the contractor to research and make available such records in a form and manner not normally maintained by the contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required during contract performance, a negotiated supplemental agreement will be issued under the contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

G. The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

H.35 TESTIMONY

From time to time, the Government may have the need for expert and non-expert testimony and the preparation of affidavits and depositions during enforcement proceedings for a given site where the contractor provided services. Such effort, if performed by the contractor, shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the contractor took at a site. Preparation of affidavits and depositions may be required. If this effort is required during contract performance, a negotiated supplemental agreement will be issued under the contract. In the event such services are required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

H.36 DAVIS BACON ACT (DBA) & SERVICE CONTRACT ACT (SCA) APPLICATION BY TASK ORDER

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Each task order issued under this contract will be subject to either DBA or SCA prevailing wage relates or both as determined by the Secretary of Labor. The contractor shall segregate by task order those options of the effort specifically related to DBA and SCA. The on-scene coordinator together with the contractor shall determine which labor provisions apply. The contracting officer will ensure compliance with the appropriate wage determination. Should there be a question or dispute relating to which segment of the work falls within DBA versus SCA wage classifications, the contracting officer will make the final decision.

H.37 SCHEDULE FOR DAVIS BACON ACT WAGE DETERMINATIONS

In compliance with DBA regulations, the contracting officer has designated the use of "Residential, Building, Heavy and/or Highway Wage Determinations Schedules" as the appropriate construction type schedules for use when applying DBA wages to labor classifications/categories under this contract. Any deviations from the use of these schedules or need for the issuance of an additional classification/category shall require prior contracting officer's approval in accordance with FAR 52.222.6 "Davis Bacon Act" including applicable wage determinations for regional crossovers.

H.38 PERFORMANCE BONDS

The Miller Act applies to substantial and segregable construction exceeding \$25,000 under this contract. The contractor shall furnish performance bonds with the United States named as the obligee in amounts to be specified by the contracting officer. Bonds shall be provided by the prime contractor at the task order level. In all cases, the contracting officer may determine that the dollar amount of the Miller Act performance bond shall be zero.

H.39 PAYMENT BONDS

The contractor shall furnish payment bonds at the task order level with the United States named as the obligee for the performance of work under this contract. The prime contractor is further required to flow the payment bond requirement down to all subcontractors whose contracts exceed \$50,000.00

The penal sum of the payment bond shall equal-

(a) 50% of the amount of the substantial and segregable construction activity if the construction activity is not more than \$1 million;

(b) 40% of the amount of the substantial and segregable construction activity if the construction activity is more than \$1 million;

(c) \$2 ½ million if the amount of substantial and segregable construction activity is more than \$5 million.

H.40 SPECIAL PROVISIONS REGARDING TERMINATION OF INDIVIDUAL TASK ORDERS

The Government may terminate individual task orders in whole or in part. Due to the emergency nature of the cleanup services to be provided, the following special provisions apply to termination of individual task orders.

Σ = \$77,224

37,200

\$40,025 Extra.